Jay, Westfield, Troy, Lowell, Combined Selectboards Special Meeting regarding ambulance service Wednesday, February 01, 2023 Westfield Town Office Minutes

#### Selectboard Members Present:

Troy: Gaston Bathalon, Anne Quirion, Robert Langlands

Jay: Dave Samders, Tara Morse, Le-Ann Tetrault

Lowell: Jennifer Blay, Wayne Richardson, Darren Pion Westfield: Richard Degree, Jacques Couture ( zoom)

#### Others Present:

Newport Ambulance Service: Scott Griswold, Jeffery Johanson, Cookie Stocek, Joseph Whitehill,

Missisquois Valley Ambulance Service: Jen Piette, Christina Young, Alissa Fontaine Corey Boisvert,

Others: Matthew Wilson (Barton Chronicle), Chris Roy (Newport Daily Express),

Calvin Allen (Troy), Christina Adams (Lowell Health Officer),

Christy Pion ( Lowell Town Clerk), Lisa Deslandes ( Westfield Treasurer)

LaDonna Dunn (Westfield Town Clerk)

Pat Sanders (Jay Selectboard clerk), Lynn Danforth (Westfield)

Zoom or phone: Albert ? (Troy), Melissa Morse, Roger Gosselin (Westfield),

Harold Morse (Jay), Samantha Corkins, Kimberly Roberts, Kelly Cota, Abby Drew, Elizabeth Wilkel, Michael Schwartz, Dawn Greenwood,

Danielle ?, Amanda ?, Jess Ramsdell

Jacques Couture called the meeting to order at 6:00 p.m.

# 1. Additions/Deletions to agenda

- A. Gaston made a motion seconded by Darren to elect Dave Sanders as meeting chair. Motion passed unanimously.
- B. Dave explained the purpose of the meeting was to review the contract submitted by Newport Ambulance Service (NAS) and asked that questions unrelated to the contents of the contract be held until the contract review was completed.
- C. Dave explained that questions and answers would be entertained after each article/section was read. .

# 1. Discuss Ambulance Services - Contract and discussion highlights

#### A. Nature of Service:

- i. Service will be 24 hours a day, seven days a week, 365 days a year. Services shall be at the EMT or higher level.
- ii. Other licensed ambulance services may be needed from time to time (Mutual Aid)
- iii. NAS is responsible for all employee taxes and contributions with regards to State and Federal taxes.

## B. Organization and Oversight:

- i. NAS will be required to meet with each town Selectboard twice a year to propose contract changes and for signing of yearly contracts and will meet with Selectboards whenever requested.
- ii. Town shall form a 4 member Oversight Board to review budgets for the division (unit assigned to all four Towns), monitor operation of the division and make

recommendations to NAS. The Oversight Board acts in an advisory capacity only and shall meet no less than on a quarterly basis.

# C. Equipment:

i. All equipment shall be maintained as required by the State of Vermont for licensure and is the responsibility of the NAS.

### D. Personnel:

- i. Ambulances will be staffed by certified personnel in the quantities required by the State to operate ambulances at the EMT level or higher.
- ii. NAS is solely responsible for the management of the service. Personnel are responsible for the method and means of services provided.
- iii. Workers are employees of the NAS not the Towns.

## E. Insurance and Indemnity:

- i. NAS shall provide a certificate of insurance naming the Towns as additionally insured for the purposes of any claims that may arise.
- ii. NAS shall carry comprehensive general and automobile liability insurance.

#### F. Financial and other Records:

- i. The division shall be operated as a separate financial entity within the NAS umbrella, with the net income generated by the division stays with the division.
- ii. NAS is responsible to keep materially accurate financial records for the division. Towns will notify NAS in writing if it believes the records are inaccurate.
- iii. HIPPA laws will apply to all records provided to the Towns
- iv. NSA shall endeavor to secure funds such as grants, subscriptions, training contracts and transport contracts to help sustain the division.

### G. Exclusivity:

i. The Town shall not engage another ambulance service while they are under contract the NAS. However, Mutual Aid services may be required from time to time.

### H. Sub-Contracting:

i. NAS shall not sub-contract any of its obligations under this agreement however Mutual Aid may be used in times of high demands for services.

## I. Funding and Option to Renew:

- i. NAS is a not for profit organization and will endeavor to operate in a fashion designed to minimize the costs to the towns.
- ii. NAS shall bill service recipients or insurers as a revenue source.
- iii. The contract amount for each year shall be mutually agreed upon by NAS and the Towns' Board of Selectman.
- iv. The current contract term is April 1 December 31 at the negotiated cost of \$227,609 for ambulance coverage and \$13,880.25 for dispatching fees. Cost shall be prorated to the towns in a mutually agreed upon manor.
- v. NAS shall bill the towns individually on a monthly basis due on the first day of each month.

#### J. Default:

- i. If Town(s) default in their payment to NAS, they will be given written notice and have 30 days to rectify the debt.
- ii. If the service to the towns is discontinued for any reason or the Towns choose not to continue using the service, towns shall have the option to pay any outstanding debt on vehicles, equipment or property purchased for the division which will then become the property of the Towns.
- K. Questions and answers regarding the contract: Answers by Jeff J. and Scott G (NAS)
  - i. Where will ambulances be located? During the day an ambulance will be stationed in Troy. Ambulances will be dispatched from Newport at night, until a suitable location can be purchased and remodeled to house an ambulance and personnel for the division. NAS is currently looking for a location to house an ambulance 24/7.

- However NAS does have personnel living in the division location that can be sent to the call from their homes prior to the ambulance's arrival at the scene.
- ii. How many employees does NAS currently have and how many are medics? There are currently 50 employees and 5 medics. They also have 5 people currently in medic training. They also would be willing to add any medics who would like to help service their local area to the NAS roster.
- iii. How many trucks are available? Currently 6
- iv. Is MVAS able to provide Mutual Aid? Jen P. answered that yes they are still available on the Mutual Aid call list.
- v. When will the towns receive budget figures for review? NAS will send them to the Towns in November.
- vi. How often is equipment replaced? NAS equipment is replaced on a regular basis as required to meet safety regulations.
- vii. What is the average increase to NAS budget in the past? Budget increases have averaged 3% of the NAS budget (not the Towns Grand List). Unfortunately ambulances services are not reimbursed at the level they should be and if the service is not used by the client ambulances cannot bill for the call.

## L. Questions not related to the contract:

- i. What prompted the towns to seek another ambulance service rather than MVAS and when did you decide to make the change?
  - a. Gaston (Troy): Our towns have been discussing the problems MVAS has faced for a number of years and from a business standpoint it was not logical to continue with the current service given the budgetary, staffing and equipment problems facing MVAS.
  - b. Tara (Jay) The Towns have been working with MVAS for the past number of years to help them become financially successful. Appropriations have seen large increases over that period but there has been no upgrading of equipment, purchase of vehicles, or improvement in staffing within the MVAS and for the Jay Board safety has become a major concern.
  - c. Richard (Westfield) By law every town has to provide for emergency services and the Selectboards are trying to do what they feel is in the best interest of their respective towns.
  - d. Dave (Jay) An advisory board for MVAS was formed approximately 3 years ago to help MVAS achieve success and have been discussing the problems they face for a long time with no resolution to the issues. This decision did not happen overnight and was made unanimously by all 4 boards at a public meeting on January 18, 2023.
  - e. Why is transport (to Dartmouth or Burlington) a responsibility of the towns? It is not a responsibility of the towns. However it is also the only transportation that is adequately reimbursed resulting in revenue for the ambulance service. NAS has a dedicated ambulance for transport.

#### 3. Executive Session

- A. Dave made a motion seconded by Gaston that the discussion of the financial distribution of charges to the Towns in a public meeting would put the Towns at a disadvantage in contract negotiations. Motion passed unanimously.
- B. Darren made a motion seconded by Tara to enter into executive session to discuss contract negotiations regarding distribution of charges to the towns. Motion passed unanimously and the Boards entered into executive session at 7: 15 p.m.
- C. The Boards returned from executive session at 8:05.

D. Dave reported that the towns will be charged for the 9 month contract with NAS based on the individual Towns Grand List for ambulance services and dispatching as follows:

Jay: \$112,425 service / \$4,474 dispatching Westfield: \$27,859 Service / \$1,374 dispatching Troy: \$52,466 services / \$5,179 dispatching Lowell: \$34,704 services / \$2854 dispatching

## 4 Other Business:

A. The next meeting will be held at 6 p.m. on Wednesday February 15, 2023 at the Westfield Town Office.

# 5. To adjourn

A. Richard made a motion seconded by Gaston to adjourn. Motion passed unanimously and the meeting adjourned at 8:22p.m.

Respectfully submitted Pat Sanders Jay Selectboard Clerk